



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS:
BUS SHELTERS WITH ADVERTISING SPACE**

SUBMISSION DEADLINE:
4 P.M.
NOVEMBER 13, 2013

ADDRESS ALL PROPOSALS TO:
Peter Folgado
Director of Purchasing
Department of Business Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306

EXHIBIT A

Shelters to be constructed at designated bus stops

<p style="text-align: center;">WARD A</p> <ol style="list-style-type: none"> 1. Ocean Ave. and Pearsall Ave. (SE) 2. Ocean Ave. and Linden Ave. (SW) 3. Kennedy Blvd. between Audubon Ave. and Culver Ave. (in front of NJCU) 4. West Side Ave. and Cator Ave. (NE) 5. Ocean Ave. and Danforth Ave. (NW) 	<p style="text-align: center;">WARD B</p> <ol style="list-style-type: none"> 1. Clinton Street and Bergen Ave (NW, Miller Branch Library) 2. Bergen Ave. and Communipaw Ave. (NE) 3. Virginia Ave. and West Side Ave. (SE) 4. West Side and Pollock Ave.
<p style="text-align: center;">WARD C</p> <ol style="list-style-type: none"> 1. Bergen Ave. between Newkirk St. and Academy St (south side) 2. Kennedy Blvd. and Sip Ave. (SW) 3. Kennedy Blvd and St. Pauls Ave (NE) 4. Palisade Ave and Newark Ave (NW) 5. Christ Hospital (south) 	<p style="text-align: center;">WARD D</p> <ol style="list-style-type: none"> 1. Palisade Ave. and Bowers St. (north at Riverview Park) 2. Central Ave. and Grace St. (north at Washington Park) 3. Central Ave. and Manhattan Ave. (southbound at Pershing Field) 4. Kennedy Blvd. and Hutton St. (south at Leonard Gordon Park) 5. Palisade Ave and Griffith Ave. (SW)
<p style="text-align: center;">WARD E</p> <ol style="list-style-type: none"> 1. 9th St. and Jersey Ave. (north) 2. Montgomery St. and Washington Ave. (stop near Battery View Senior Center) 3. Marin Blvd. and 2nd St. (south, by ShopRite) 4. Manila Ave. and 8th St. (south, UNICO towers) 5. Columbus Dr. and Barrow St. (east) 	<p style="text-align: center;">WARD F</p> <ol style="list-style-type: none"> 1. Montgomery St. between Baldwin Ave. and Beacon Way (south) 2. Monticello Ave. and Communipaw Ave. (NE) 3. Pacific Ave. and Communipaw Ave. (NE) 4. Ocean Ave. and Fulton Ave. (SW) 5. Grand St. and Bates St. (NE)

The City of Jersey City ("City") desires to contract for the provision of the services described in this Request for Proposals (RFP). This RFP consists of seventeen (17) pages.

SECTION 1: PROPOSAL REQUIREMENTS

All proposals submitted in response to this RFP must comply with the following terms and conditions:

1.1 The City is soliciting proposals from Bidders (hereinafter referred to as "Bidders" or "Contractors") to construct and maintain bus shelters with advertising space at various locations in Jersey City. Bus shelter construction and maintenance costs shall be paid by the Contractor. The bus shelter should be moderate in size, yet large enough to accommodate several commuters. Bidders are to submit detailed plans with regard to the specific sizes and designs of the bus shelters. The successful Bidder must furnish all the materials necessary to construct the bus shelter, which should correspond to the standard for materials used in the industry.

1.2 All Bidders shall provide a detailed description of the size of each bus shelter, including the height, width and volume capacity. All Bidders shall also provide detailed descriptions, photographs, and/or sketches of the appearance of each bus shelter including its allocated advertising space. The City reserves the right to have the Bidder modify any design or appearance as required by the City at the sole cost of the Bidder.

1.3 All Bidders shall provide a description of the anticipated hours of operation, as well as a maintenance schedule for cleaning the bus shelter and the area within fifty (50) feet of the designated location.

1.4 The successful Bidder shall construct bus shelters of the highest quality in place of any shelters removed and at legally designated bus stops and sell advertising in the advertising boxes to be placed in the shelters. The shelters shall comply with ADA regulations of 1990 as well as other applicable federal, state, and local laws.

1.5 The contract will be an open-end contract. The Contractor will be required to install, operate, and maintain a minimum of sixty (60) shelters and a maximum of one hundred fifty (150) shelters at various locations within the geographical limits of the City of Jersey City, to be

agreed upon by the City and the Contractor, excepting that the Contractor shall be required to install shelters at the locations listed on the attached **Exhibit A** which is attached and incorporated herein by reference. The locations on **Exhibit A** are included as part of the minimum number of shelters the Contractor will be required to install.

1.6 The City desires to provide bus shelters throughout Jersey City. As such, the City will give preference to Bidders who as part of their proposal agree to construct no more than twenty-five (25) percent and no less than fifteen (15) percent of the total number of bus shelters in any one ward.

1.7 The Contractor shall be responsible to obtain any and all necessary approvals and permits from the City, Hudson County, New Jersey Transit, and/or New Jersey Department of Transportation.

1.8 The Bidder shall submit with the proposal a projection of the number of shelters that are expected to be installed in the contract period. A minimum of thirty (30) percent of these shelters shall be installed in the first six (6) months of the term of the contract; another thirty (30) percent of these shelters shall be installed in the first twelve (12) months of the term of the contract for a total of sixty (60) percent constructed in the first twelve (12) months; and the remaining forty (40) percent shall be installed in the first twenty four (24) months of the contract. One hundred (100) percent of the total shelters shall be installed in the first twenty four (24) months of the contract.

1.9 The Bidder shall submit with the proposal, shelter requirement information, which includes: (1) distances between shelters; (2) distances between the edge of the roadway and the right-of-way that must be sufficient to obtain clearance for pedestrian access in front or in the back of the shelter; (3) preparation of the site for concrete pad; (4) utility clearance from all utility companies; (5) conformity to traffic and engineering standards for visibility and compliance; (6) conformity with New Jersey Department of Community Affairs, Division of Codes and Standards; (7) conformity with Uniform Construction Code; (8) conformity with Americans with Disability Act standards.

1.10 A statement indicating that the total cost of construction, installation, and maintenance of each shelter shall be the responsibility of the Contractor. Since the Contractor shall be responsible for the maintenance, cleaning, inspecting, and necessary repairs of each shelter, bidder shall provide a written plan for how they will keep them in good operating condition.

1.11 The Bidder shall provide the city with at least three (3) sealed architectural drawings by a New Jersey licensed architect with Certificate of Insurance, and photographs of the shelter they will construct for this project. Each shelter erected should be no less than four (4) feet in width and eight (8) feet in length and not exceed six (6) feet in width and sixteen (16) feet in length.

1.12 While several of the specific terms and conditions of the contract will be determined by the City at a later date, the term of the contract between the Bidder and the City shall be five (5) years commencing on the first day of the month following the month in which the contract is awarded by the Municipal Council. The contract will include a provision allowing the City to terminate the contract for cause after giving notice to the Contractor of unsatisfactory performance or conditions, and the Contractor has not rectified the unsatisfactory performance of conditions within a reasonable time period to be specified by the City.

1.13 Within twenty (20) days of the contract award by the Municipal Council, the Contractor shall execute an agreement with the City containing all the terms and conditions of this RFP. In the event that this deadline is missed, the parties may agree in writing to extend the time limit.

1.14 In consideration for the award of this concession, the Contractor shall pay to the City an annual concession fee of at least \$350.00 per shelter or at least twenty (20) percent of the Contractor's monthly gross advertising revenue per shelter, whichever amount is greater. This fee shall be paid to the City every three (3) months, by the Contractor, who agrees to supply the City with a duly certified statement of all revenues collected, and showing the amounts accrued to the City. The Contractor shall keep and maintain in a manner consistent with accepted accounting practices, complete and accurate records and documents pertaining to bus shelter advertising revenue. Such records and documents shall be kept for the term of the contract and for two (2) years after the end of the contract. The City shall have the right to audit all such records at any time and from time to time as it sees fit during the contract term.

1.15 The Bidder shall supply five (5) copies of its proposal at the Bidder's expense.

1.16 This RFP constitutes an invitation to submit proposals to the City. The City reserves the right in protection of the best interests of the City to waive any technical error, reject any proposal, or any part thereof, for an appropriate reason, or reject all proposals for an appropriate reason.

1.17 If a party responding to this RFP is a subsidiary or direct or indirect affiliate of any other organization, it must indicate the name of the related organization, the related organization's principals, and the nature of the relationship.

1.18 Bidders shall submit a signed disclosure statement setting forth the names and addresses of all the stockholders and the names and addresses of all the stockholders in the corporation or members of the partnership who own ten (10) percent or more of its stock, or have a ten (10) percent or greater interest in the case of a partnership.

1.19 Each proposal must be accompanied by bid security in the form of a Certified Check, Cashier's Check, or a Bid Bond in the amount of \$10,000, payable to the City, as a guarantee that if the contract is awarded to the Contractor it will enter into a contract with the city. Proposals not accompanied by the bid security will be rejected.

1.20 Contractors are required to comply with the requirements of P.L. 1975, c. 127, the Law Against Discrimination, and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.

1.21 Bidders are required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that bidders provide copies of their Business Registration Certificate issued by the New Jersey Department of Treasury.

1.22 Before beginning the contracted services, the Contractor shall provide the City with a Certificate of Insurance indicating that the Contractor has in effect the insurance coverage identified in Section 2, Paragraph 5 of this RFP. The certificate shall name the City of Jersey City as an "Additional Insured".

1.23 All Bidders shall submit with their bids a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the Contractor

with a performance bond on some such sum as required. The successful Bidder will be required to furnish a surety corporation bond in the amount of \$50,000 conditioned for the faithful performance thereof.

1.24 The successful Bidder shall be responsible for, and bear all costs associated with obtaining the necessary permits for the construction and operation of the bus shelters. The City warrants and represents that all requisite permits pertaining to the usage of public property shall be pursued in the ordinary course.

1.25 If Bidder requires electricity connection in its bus shelter design, Bidder is responsible for all costs and permits related to electricity connection. Electricity connection shall be underground and shall include no exposed wiring.

1.26 The successful Bidder may not assign, sell, transfer or otherwise dispose of the bid or any portion thereof or any right or interest therein without the express written consent of the City.

SECTION 2: REQUIREMENTS DURING THE TERM OF THE CONTRACT

2.1 The successful Bidder must present a full scale model of each type or design of bus shelter to the Director of the Department of Public Works and the Mayor, or their designees, for inspection prior to installation within the City. The bus shelters are to be installed as per a plan to be developed by the Contractor and City at a later date. The period of the contract shall be five (5) years. Upon the expiration of the contract term, the City reserves the right to have the Bidder, at no expense to the City, remove the bus shelters from the designated locations and repair any damages, holes, crevices, and/or cracks in the sidewalks immediately adjacent to and surrounding the bus shelters.

2.2 The aesthetics of the bus shelters shall be of a design and color approved by the Mayor or his designees. The Contractor will replace or repair a bus shelter if it is deemed necessary by the Mayor, the Director of the Department of Public Works, or their designees.

2.3 The Contractor shall be subject to any and all other applicable federal, state, and local laws and regulations related to its operations and shall fulfill said requirements prior to commencing operations.

2.4 The Contractor must cooperate with City officials if directed to move a bus shelter for emergencies or other unanticipated circumstances. Contractor must follow emergency orders from City officials within twenty four (24) hours.

2.5 Contractor will be required to maintain insurance for the duration of the franchise term. The required coverage is \$2,000,000 combined single limit for bodily injury and property damage per occurrence. All policies must be underwritten by an insurance company licensed to do business in the State of New Jersey with at least an "A" rating by the A. M. Best Company. All policies must be written on a Per Occurrence basis; claims made policies will not be accepted. Insurance certificates must name the City of Jersey City as an additional insured. The certificate must also specify the exact location where each bus shelter stands. All insurance policies must be reviewed and approved by the City's Risk Manager prior to the award of the contract.

2.6 The Contractor shall indemnify and hold harmless the City and its agents from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the foresaid claims that may result or arise directly or indirectly from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, and/or employees that results in any loss of life or property or in any injury or damage to persons or property.

2.7 Contractor is required to pay its own expenses in connection with the negotiation, preparation, and implementation of the construction of bus shelters.

2.8 It is necessary for the Contractor to keep the bus shelters in good condition. Accordingly, the Contractor shall be responsible for and shall pay directly all utility charges associated with the operation of the bus shelters. The Contractor shall also be responsible for the maintenance and regular clean up of each bus shelter, including periodic inspections of each bus shelter to ensure that debris are not accumulating within the bus shelters. Contractor is responsible for clearing debris accumulating within and around bus shelters. The Contractor shall provide the City with indemnification. The City assumes no responsibility as to the condition of the location where a bus shelter is, nor shall it assume responsibility for maintenance, upkeep, or repair

necessary to keep the bus shelters in a safe and serviceable condition. The Contractor is responsible for the protection of all bus shelters.

2.9 Contractor shall be responsible for the removal of weeds inside bus shelters and on sidewalks within six (6) feet of bus shelters.

2.10 In the event of snow accumulating in excess of one half (1/2) an inch, Contractor shall remove snow from within five (5) feet of bus shelters within twenty four (24) hours of snowfall.

2.11 In the event of icing condition, Contractor shall treat sidewalk inside bus shelters and within five (5) feet of bus shelters with nontoxic de-icing agent within twenty four (24) hours of icing condition.

2.12 All bus shelters shall be maintained by the Contractor at least every other week; including general cleaning, cleaning of graffiti, repairs, and debris removal. Power washing shall be a part of regular maintenance of all bus shelters.

2.13 All shelters that can be lighted shall be lighted in accordance with applicable codes.

2.14 Materials used to construct and repair bus shelters shall be resistant to vandalism and weathering. Safety glass or a durable poly carbonate which will not cause injury to the public in the event of breakage shall be used.

2.15 Materials used to construct and repair bus shelters shall be fireproof.

2.16 Upon receiving three (3) occasioned notices that the bus shelters are not being properly maintained or cleaned, or that the Contractor is failing to comply with terms of the contract and accompanying resolution, the City reserves the right to cancel the contract. The City also reserves the right to cancel the contract for non-maintenance of insurance requirements, or lapse in insurance policy coverage.

SECTION 3: BUS SHELTER ADVERTISING

3.1 Each bus shelter is to have not more than four (4) poster-sized advertising displays. The dimensions of each advertising display shall not exceed four (4) feet by six (6) feet. Advertising displays will be located only within an advertising display box. Each bus shelter must have at least one (1) advertising display that is visible to oncoming vehicular traffic.

3.2 In consideration for the construction, operation, and maintenance of the bus shelters, the successful Bidder shall be given a contractual term of five (5) years during which period the Bidder shall have the right to sell advertising space to third parties on the bus shelters.

3.3 The successful Bidder shall have the right to sell advertising space, and maintain advertising displays in the shelters. The displays shall restrict advertisements for the sale of tobacco or nicotine products, including "electronic" vapor cigarettes; alcoholic beverages including liquor; drug paraphernalia; weapons and ammunition; and pornography. All advertising shall be subject to and comply with City of Jersey City Ordinance Chapter 251 "Pornography and Obscenity".

3.4 Advertisements with dated content shall be removed by Contractor within seven (7) days of the expiration or obsolescence of the advertisement content unless otherwise mutually agreed upon. Dated content refers to advertising materials that are relevant to a specific time period or event that has been completed.

3.5 Contractor shall provide the City monthly with the option of using seventy five (75) percent of all unsold advertising displays for civic and nonprofit advertising. These advertisements shall be printed and installed by the Contractor at no cost to the city. The Contractor shall provide the City with a list of available locations within twenty four (24) hours of the deadline for the purchase of regular commercial advertising.

3.6 If the Mayor or the Director of the Department of Public Works, or their designees, determines that an advertisement has been posted in a bus shelter that does not comply with the provisions of any part of this RFP, the Contractor shall remove the advertisement from the bus shelter. Any advertisement exhibiting conditions of wear and tear must be removed immediately upon notice, so as to preserve the aesthetic value of the location.

3.7 All advertisement shall be static images. Advertisement may have non-colored back lighting. Advertisements may not be moving images, nor shall advertisements have blinking lights or video features.

SECTION 4: DESIGN SPECIFICATIONS

4.1 Bus shelter designs shall include bench seating for several commuters. Benches shall include anti-vagrant features.

4.2 The City will give preference to Bidders providing more than one bus shelter design, including a narrower design without bench seating to accommodate narrow sidewalks, and who demonstrate an ability to furnish both designs as part of a contract.

4.3 Bus shelter designs should be of a modern design aesthetic and should take into consideration Jersey City's streetscapes and architecture.

4.4 The City will give preference to Bidders submitting bus shelter designs that include solar panels.

4.5 The City will give preference to Bidders submitting bus shelter designs that include an option for adding bus location and arrival time features when available.

4.6 The City will give preference to Bidders submitting bus shelter designs including CCTV cameras that can be integrated into the Jersey City Police Department's CCTV network.

4.7 All bus shelters shall be clearly labeled with the words "JERSEY CITY" on the side fronting the street and with the name of the street the bus shelter is on, on the left and right sides of the bus shelter.

4.8 Bus shelter designs shall include a panel for a route and schedule poster. The panel shall be no smaller than twelve (12) inches by twenty four (24) inches. Route and schedule posters shall be designed by the City but shall be printed and installed by the Contractor at no cost to the City.

4.9 Bus shelter designs shall consider the minimum UCC standards for the following: (1) snow load; (2) wind load; (3) foundation to below the frost line; (4) structural design should include adequate protection for temperature effects.

SECTION 5: CONTRACTOR'S QUALIFICATIONS

All parties submitting proposals in response to this RFP shall provide evidence with their proposals which shows that they possess the qualifications and skills necessary to provide the services described in this RFP. A party shall include a certificate indicating the company's work experience and resumes indicating the work experience, education, and training of key personnel who will be assigned to perform services in connection with this contract. Proposal shall include a reference list containing the names of parties for whom the contractor has performed similar services. This reference list shall include the following information: (1) name of reference; (2) address; (3) contact person and phone number; (4) length of the other contract or contracts; (5) date of contract award; and (6) contract amount. Bidder shall submit its most recent financial statement demonstrating its financial ability to perform as required. All Bidders must be licensed by the New Jersey Department of Transportation, Division of Outdoor Advertising, and submit proof of licensing with bid proposal.

SECTION 6: TIME FOR SUBMITTING PROPOSALS

All proposals must be in writing and must be delivered to Peter Folgado, Purchasing Agent, no later than 11 a.m. on Tuesday, November 5, 2013. Any proposals received after this time will be rejected.

Proposals may be submitted in person, or may be sent by U.S. Certified Mail return receipt requested, or may be sent by private courier service.

Proposals should be mailed to:

Peter Folgado, Purchasing Agent
Division of Purchasing
1 Journal Square Plaza, Second Floor
Jersey City, NJ 07306

Proposals sent by mail must be received by the Purchasing Agent no later than 4:00 p.m. of the last business day before the proposal reception date. Proposals sent by courier service must be delivered to the purchasing agent no later than 11:00 a.m. on the day of the proposal reception. The City shall not be responsible for the loss, non-delivery, or physical condition of proposals sent by mail or courier service. Proposals must be submitted individually in a sealed envelope addressed to the purchasing agent. Any questions concerning the terms of conditions of this RFP should be made in writing and delivered to the Purchasing Agent no later than ten (10) days before the date proposals are due. No questions will be accepted after this date.

SECTION 7: AWARD OF CONTRACT

Proposals will be reviewed for compliance with the terms and conditions of the RFP. Any proposals not responsive to the RFP will be rejected.

There will be three (3) broad categories including twelve (12) criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the committee. Criteria are listed below:

Compensation to city	30 points
Minimum annual fee amount	10 points
Monthly percentage of revenue	20 points
Technical specifications	35 points
RFP requirements	10 points
Design, advertising and construction plans	10 points
Construction materials	5 points
Design aesthetics	5 points
CCTV, location and solar capability	5 points
Contract management	35 points
Maintenance plan	10 points
Total number of shelters	10 points
Installation schedule	5 points
Commitment to diversity (Support and utilization of minority, women and local workers and businesses)	5 points
Experience and qualifications	5 points

The City's Purchasing Agent, Business Administrator, or Corporation Counsel will prepare a report listing the names of all Bidders who submitted proposals, summarizing each proposal, ranking Bidders in order of evaluation, and recommending the selection of a Contractor, indicating the reasons why the Contractor was selected and detailing the terms, conditions, scope of services, fees, and other matters to be incorporated into the contract. A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq.; N.J.A.C. 5:34-4.1 et seq., and N.J.A.C. 5:34-9.4.

The Municipal Council will vote to accept the proposal of a Contractor within sixty (60) days of the receipt of proposals, except that the proposals of any Contractors, who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

NOTE: If you are the successful Bidder, you will be notified that you have been awarded the contract to construct said bus shelters. After you have been notified of your award, you will have fifteen (15) days in which to obtain insurance coverage and sign your bus shelter construction permit. If you do not respond accordingly within this fifteen (15) day period, your bid deposit/bid bond will be seized and the City may award the contract to the next highest Bidder or re-advertise the RFP, if it feels that it would be in the best interest of the City to do so. Your failure to enter into an agreement with the City may be considered in the evaluation of future bids.

SECTION 8: PROPOSAL AMOUNT

All quotations must be typewritten or written in ink. Pencil quotations will result in an automatic rejection of proposal.

Monthly fee to be paid to the City per bus shelter: \$ _____

(amount written in words)

Percentage of gross advertising revenue to be paid to City per bus shelter: _____ %

(percent written in words)

Check one:

☐ I do require that the bus shelter locations have electricity available to them.

☐ I do not require that the bus shelter locations have electricity available to them.

Name of bidder: _____

Address: _____

Telephone number: _____

Date: _____

SECTION 9: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

CITY OF JERSEY CITY

PROJECT: Bus shelters with advertising

RESPONDENT: _____

RESPONDENT'S CHECKLIST

ITEM	Respondent Initial	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. Proposal Amount		
J. Certificate of Compliance		
K. Original signature(s) on all required forms		

CERTIFICATION

I hereby represent and certify that the foregoing information is true and complete.

Witness: _____

(name and title)

Signed by: _____

(name and title)

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

NAME	ADDRESSED	% OWNED

SIGNATURE: _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ **OF 20** _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA requirements for Construction Contracts should be directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority Owned20% of the total dollar amount of the contract

Woman owned20% of the total dollar amount of the contract

IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may resulted in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

VII Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

EXHIBIT B (1 of 4)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27□7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

Exhibit B (2 of 4)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women Workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

Exhibit B (3 of 4)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

Exhibit B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDOING CONTRACT Name: Address: CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD							
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				6. NAME AND ADDRESS OF PROJECT Name: Address: 7. PROJECT NUMBER							
4. IS THIS COMPANY MINORITY OWNED () OR WOMAN OWNED ()				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input type="checkbox"/>							
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES MALE FEMALE J AP J AP				PROJECTED MINORITY EMPLOYEES MALE FEMALE J AP J AP				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
1. ASBESTOS WORKER											
2. BRICKLAYER OR MASON											
3. CARPENTER											
4. ELECTRICIAN											
5. GLAZIER											
6. HVAC MECHANIC											
7. IRONWORKER											
8. OPERATING ENGINEER											
9. PAINTER											
10. PLUMBER											
11. ROOFER											
12. SHEET METAL WORKER											
13. SPRINKLER FITTER											
14. STEAMFITTER											
15. SURVEYOR											
16. TILER											
17. TRUCK DRIVER											
18. LABORER											
19. OTHER											
20. OTHER											

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

Sample Initial Project Workforce Report Form AA201

Instructions

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING
THE CONTRACT AND FORWARD A COPY TO:**

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

State Of New Jersey
Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

For instructions on completing the form, go to:
<http://www.state.nj.us/treasury/contract/compliance/pdfta2021a.pdf>

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract/compliance/pdf/ta2021os.pdf		3. FID or SS Number	
1. Name and address of Prime Contractor		2. Contractor ID Number	
		4. Reporting Period	
5. Public Agency Awarding Contract		Date of Award	
6. Name and Location of Project		County	7. Project ID Number
City	State	Zip Code	

[illegible]

17. COMPLETION

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION KEO COMPLIANCE MONITORING PROGRAM

Sample Monthly Project Workforce Report Form AA202

Instructions

INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e. 1/1/00 - 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J-Journeyworker, AP-Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTRACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program
PO Box 209
Trenton, NJ 08625-0209
609 292-9550

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): _____
Representative's Signature: _____
Name of Company: _____
Tel. No.: _____ Date: _____

SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date:

Local Union: _____

Re: _____ Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of ____% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned Business (MBE)	_____ Minority & Woman Owned Business (MWBE)
_____ Woman Owned business (WBE)	_____ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned Business (MBE)	_____ Minority & Woman Owned Business (MWBE)
_____ Woman Owned business (WBE)	_____ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

**City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action**

Project: _____ # _____

Contractor: _____ Bid Amt. \$ _____

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

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OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

**City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action**

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Contractor: _____ Bid Amt. \$ _____

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DIVISION OF PURCHASING COPY

MWBE Page 3 Project _____

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor _____

By: Signature _____

Type or print name/title: _____

Telephone No: _____ Date: _____

.....
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBE Page 3 Project _____

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor _____

By: Signature _____

Type or print name/title: _____

Telephone No: _____ Date _____

.....
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

"New Jersey Business Registration Requirements" For Construction Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CERTAIN SERVICE CONTRACTORS	
TAXPAYER NAME:	TAX REG TEST ACCOUNT
TAXPAYER IDENTIFICATION:	0000000000
ADDRESS:	247 ROBINSON AVE TRINTON, NJ 08611
ISSUANCE DATE:	07/004
<i>John S. Tully</i>	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Employer Name:	TAX REG TEST ACCOUNT
Taxable Name:	247 ROBINSON AVE TRINTON, NJ 08611
Address:	1000007
Expiry Date:	Expiration 12. 2004
For Office Use Only:	200-410-4112/2023